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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**Jo TANKERS AS**

**Interpleader-Plaintiff,**

**v.**

**BERGEN BUNKER, AS, NUSTAR  
ENERGY SERVICES, INC., O.W. BUNKER  
USA, INC., and ING BANK**

**Interpleader-Defendants,**

**Civil Action No. 4:14-cv-03310  
Filed under Rule 9(h) Fed. R. Civ. P.**

**(ADMIRALTY)**

**NOTICE OF ENTRY OF ORDER CONFIRMING  
DEBTORS' FIRST MODIFIED LIQUIDATION PLANS,  
NOTICE OF DISCLAIMER OF INTEREST, AND REQUEST FOR DISMISSAL**

**PLEASE TAKE NOTICE THAT** Interpleader Defendant O.W. Bunker USA Inc. ("OWB USA" and, collectively, with O.W. Bunker North America, Inc., and O.W. Bunker Holding North America, Inc., the "Debtors"), by and through the O.W. Bunker North America Inc. Liquidating Trust ("OWB NA Trust"), the O.W. Bunker USA Inc. Liquidating Trust ("OWB USA Trust" and, collectively, "Liquidating Trusts"), and their undersigned counsel, hereby disclaim all interest in any claims relating to the above-captioned case and the underlying transaction, and respectfully request to be dismissed. In support thereof, the Debtors set forth as follows:

**NOTICE OF ENTRY OF ORDER CONFIRMING  
DEBTORS' FIRST MODIFIED LIQUIDATION PLANS**

1. On November 13, 2014, the Debtors each filed voluntary petitions pursuant to Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the

District of Connecticut (“Bankruptcy Court”). *In re O.W. Bunker Holding North America Inc.*, Case No. 14-51720 (JAM).

2. On November 19, 2015, the Debtors filed their First Modified Liquidation Plans (“Plan”) with the Bankruptcy Court. *In re O.W. Bunker Holding North America Inc.*, Case No. 14-51720, Docket No. 1171.

3. The Plan provides for the dissolution of OWB Holding, the formation of the Liquidating Trusts, and the transfer of OWB NA’s and OWB USA’s assets including litigation claims to their respective Liquidation Trusts, after the Plan’s Effective Date. *See* Plan Art. VI and VII.

4. The Plan also specifically provides:

Intermediary Supplier Transactions. In any pending or future litigation under the Maritime Lien Act, the maritime law of the U.S. or foreign jurisdiction, or other applicable law in which a Debtor is an Intermediary Supplier, upon the Effective Date of the Plan: (a) the Liquidating Trust shall abandon all interest in any Claim the Liquidating Trust may have against an end-customer and/or its vessel arising from a Debtor’s role as an Intermediary Supplier; and (b) the automatic stay and the injunction provisions contained in the Plan shall remain in place and shall be effective.

*See* Plan Art. V(9).

5. Furthermore, the Plan specifically provides that the Liquidating Trusts “shall not assert . . . any rights” arising from bunker supply transactions where the Debtors “acted as the Physical Supplier or an Intermediary Supplier.” *See* Plan Art. V(5)(d)-(e).

6. On December 15, 2015, the Bankruptcy Court entered an order confirming the Plan (“Confirmation Order”). *In re O.W. Bunker Holding North America Inc.*, Case No. 14-51720, Docket No. 1279.

7. On January 4, 2016, the Debtors filed a notice with the Bankruptcy Court announcing that the Plan's Effective Date occurred on January 4, 2016. *In re O.W. Bunker Holding North America Inc.*, Case No. 14-51720, Docket No. 1334.

**NOTICE OF DISCLAIMER OF INTEREST**

8. The Debtors previously advised all claimants in the above-captioned case that the Debtors intended to disclaim and abandon all interest in any claims arising from bunker supply transactions where the Debtors were only "Intermediary Supplier" and/or "Physical Supplier."

9. Now, as required by the Plan and the Bankruptcy Court's Confirmation Order:

- a. O.W. BUNKER USA INC., by and through the Liquidating Trustee of the O.W. Bunker USA Inc. Liquidating Trust, hereby disclaims and abandons all interest in any claims arising from the bunker supply transaction at issue in the above-captioned case and to the interpleaded property that is subject of the above-captioned case including *in rem* claims against the vessel and *in personam* claims against the Interpleader Plaintiff.

10. For the avoidance of doubt, the Debtors' Notice of Disclaimer of Interest is without prejudice and is not intended to affect ING Bank N.V.'s asserted rights as Security Agent under that certain English Omnibus Security Agreement and that certain USD 700,000,000 Multicurrency Revolving Borrowing Base Facilities Agreement, each dated December 19, 2013, by and between ING Bank N.V. and O.W. Bunker & Trading A/S and certain of its affiliates.

**REQUEST FOR DISMISSAL**

11. Pursuant to the Plan and the Bankruptcy Court's Confirmation Order, and based on the foregoing Notice of Disclaimer of Interest, O.W. Bunker USA, Inc. respectfully requests that it be dismissed as a party from the above-captioned case.

Respectfully submitted:

/s/ Aaron B. Greenbaum

Aaron B. Greenbaum

(S.D.Tex. Federal ID No. 2023921)

(LA Bar # 31752)

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**ATTORNEY FOR O.W. BUNKER USA INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 5th day of February, 2016, I electronically filed the foregoing with the Clerk of court by using the CM/ECF system which will send a notice of electronic filing to those who are on the list to receive e-mail notices for this case, have enrolled in this Court's CM/ECF program and otherwise consented to receive notice and service via CM/ECF. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to all non-CM/ECF participants.

/s/ Aaron B. Greenbaum